

RESOLUTION OF INTENT TO LEASE WITH AN OPTION AGREEMENT REAL PROPERTY AT PUBLIC AUCTION

Parcel B
(Assessor's Parcel Number
265-00-001-010, 265-00-001-012 and portions of 265-00-001-013, 265-00-001-043 and 265-00-002-001)

WHEREAS, Clark County, a political subdivision of the State of Nevada ("**County**"), owns ±1,629 acres of vacant real property commonly described as Assessor's Parcel Number 265-00-001-010, 265-00-001-012 and portions of 265-00-001-013, 265-00-001-043 and 265-00-002-001, located westerly of Needles Highway and Aha Macav Parkway in Laughlin, Nevada ("**Property**" or "**Parcel B**"); and

WHEREAS, the Property is not needed for County purposes and leasing the property is in the County's best interest; and

WHEREAS, the County desires to lease the Property pursuant to NRS 244.281 and 244.283 allowing for real property owned by a county to be leased at public auction for the purpose of building a solar generating facility and related facilities on the Property; and

WHEREAS, the County desires to include an Option period to exercise the lease; and

WHEREAS, the Property has been appraised by two disinterested competent appraisers chosen as required by NRS 244.2795, NRS and the average of the two appraisals concludes that the annual rental value of the leased Property is three hundred twenty two thousand three hundred twenty five dollars and no/100 (\$322,325.00); and

WHEREAS, the Property was acquired pursuant to the Fort Mohave Valley Development Law, NRS Chapter 427; and

WHEREAS, pursuant to the Mohave Valley Development Law, section 5(2), the building of a solar generating facility and related facilities is consistent with the master plan adopted pursuant to Chapter 278 and is consistent with the plans and projects of any general improvement district, special district, town or city whose territory contains the land proposed for leasing and development; and

NOW THEREFORE, be it resolved by the Board of County Commissioners ("**Board**") that:

1. It is in the best interest of the County to lease the Property, with an option period, as provided in NRS 244.281 & 244.283, and the Board hereby declares the Property as surplus to the County's needs.

2. An Option to Lease the Property will be granted to the highest bidder at public auction on November 19, 2019, at 10:00 a.m. in the Commission Chambers at the Clark County

Government Center, 500 S. Grand Central Parkway, Las Vegas, Nevada, during the regular Commission meeting, at which time and place all sealed bids will be opened, examined and declared and oral bids will be taken under the following terms and conditions:

- a. Any sealed bids must be made on the County's bid form available at the Clark County Department of Real Property Management office, located on the 4th floor of the Clark County Government Center, 500 S. Grand Central Parkway, Las Vegas, Nevada 89155 ("**RPM Office**"), or by accessing Clark County's website at http://www.clarkcountynv.gov/Depts/real_property/Services/Pages/SurplusPropertySales.aspx

- b. **THE MINIMUM ACCEPTABLE BID FOR THE PROPERTY IS:**

LEASE PARCEL B APN No.	SIZE	APPRAISED VALUE
265-00-001-010, 265-00-001-012 and portions of 265-00-001-013, 265-00-001-043 and 265-00-002-001	±1,629 acres	\$322,325 annual rent

- c. **TERMS OF OPTION AND LEASE AGREEMENTS**

Successful bidder will enter into an Option Agreement to Lease for a period of three (3) years with an initial and subsequent monthly option fee payments (collectively "Option Fee"). During Option Agreement to Lease period, successful bidder will have the option to enter into a Lease Agreement. The Option Fee, including all payments, are non-refundable regardless if successful bidder exercises the option or terminates. If Optionee exercises its option or terminates prior to the expiration of the Option to Lease then any remaining Option Fee payments will be waived as long as all previous payments have been paid in full up to the time of termination.

The Lease Agreement shall be for a term of twenty years with an option to extend the lease for two (2) additional five (5) year periods.

Rent under the Lease Agreement shall be paid annually with the first rental payment due on or before the commencement date of the Lease Agreement. Rent shall escalate at a rate of 3% per year.

Additional terms of the Option to Lease and Lease Agreement are found in said documents attached hereto as Exhibit B and incorporated herein by reference.

The sole purpose for which the Property and any improvements thereon may be used is for the construction, establishment, operation and maintenance of a solar generation facility.

- d. Anyone interested in making either a written sealed bid or oral bid must register in person at the RPM Office between October 15, 2019 and November 18, 2019, during the hours of 8:00 a.m. to 4:30 p.m. To register, bidders must show valid government issued I.D. and complete a registration form available at the RPM Office or online at the Department of Real Property Management's website: http://www.clarkcountynv.gov/Depts/real_property/Services/Pages/SurplusPropertySales.aspx. Registration forms must be completed and received at the RPM Office before 4:00 p.m. on November 18, 2019. Only individuals who have registered will be allowed to bid on the Property.
- e. Sealed written bids will be accepted in person at the RPM Office prior to 4:00 p.m. on November 18, 2019. All bids must be signed and submitted in sealed envelopes clearly marked on the outside: **"ATTN: KRYNN WILLIAMS, ROBERT TOMIYASU OR JAIME MCGINTY, REAL PROPERTY MANAGEMENT, LEASE PARCEL B." THE BIDDER'S NAME AND TELEPHONE NUMBER MUST ALSO APPEAR ON THE OUTSIDE OF THE ENVELOPE.** Any bids received and time-stamped after the deadline will not be considered.
- f. Any sealed written bids will be opened, examined and declared by the Board before calling for oral bids. Any initial oral bid must exceed the highest written bid by at least five percent (5%), and subsequent bids must be in increments of Five Thousand Dollars (\$5,000) or more above the previous highest oral bid.
- g. The Board reserves the right to determine which bids conform to all terms and conditions specified in this Resolution. The Board may reject any and all bids, either written or oral, and withdraw the Property from the auction. The final acceptance or rejection of any bid may be made at the same meeting or at any adjourned session of the same meeting held within twenty-one (21) days. Unless the Board withdraws the Property, the Option to Lease the Property will be granted to the highest bidder.
- h. **It is the bidders' responsibility to inspect the Property and to determine the Property's condition, value, current zoning district and master plan designation, access, matters affecting title, applicable development codes, and all other pertinent information about the Property.**
- i. The County is leasing the Property in "as-is" condition and under the assumption that the successful bidder's leasing of the Property is based upon the bidder's independent investigation. The County makes no representations or warranties regarding the Property's physical condition or stability, the existence of hazardous materials on or under the surface of the Property, the Property's suitability for the bidders' purposes or for any other purpose, the Property's value, current zoning district, master plan designation, or access, or matters affecting title, or applicable development codes.
- j. The Property shall be leased subject to existing liens, encumbrances, covenants, conditions, restrictions, reservations, rights-of-way, and easements.

- k. The Property is to be optioned for cash. Within forty-eight (48) hours of the Board's final acceptance of the highest bid, the highest bidder shall pay the initial Option Fee Payment of eighty thousand five hundred eighty one dollars and 26/100 (\$80,581.26) in the form of a cashier's check payable to "Clark County" delivered to the RPM Office. **This Option Fee Payment, and all subsequent Option Fee Payments, is/are non-refundable.** If the Option Fee Payment is paid timely, the highest bidder will be deemed to be the successful bidder. If the highest bidder fails to timely deliver the Option Fee Payment as required, the next highest bidder may submit the **non-refundable** Option Fee Payment of \$80,581.26 within forty-eight (48) hours of notification by the County. If the next highest bidder makes the payment within such time, he or she will be deemed to be the successful bidder.
- l. The successful bidder shall sign the Option to Lease within ten (10) calendar days of the Board's final acceptance of the highest bid. If successful bidder fails to sign the Option to Lease, successful bidder will still be bound by the terms and conditions. The Option Fee, including any and all payments, is/are non-refundable.
- m. Any individual who submits a sealed or written bid on behalf of an entity shall be deemed to have represented and warranted that such individual has the legal power, right and authority to bind the entity to the Option to Lease the Property on the terms contained in this Resolution.
- n. All bidders shall be deemed to have represented and warranted that either they, or the entity or individual they represent, have the funds necessary to pay the Option Fee and the amount bid.

PASSED, ADOPTED AND APPROVED this 15 day of October, 2019.

ATTEST

CLARK COUNTY, NEVADA
BOARD OF COUNTY COMMISSIONERS

/s/Lynn Marie Goya, County Clerk
Lynn Marie Goya, County Clerk

/s/ Marilyn Kirkpatrick, Chair
Marilyn Kirkpatrick, Chair

APPROVED AS TO FORM:
DISTRICT ATTORNEY
STEVEN B. WOLFSON

By /s/ Mary-Anne Miller, County Counsel
Mary-Anne Miller
County Counsel